

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:	)	Docket Number _____
	)	
Oakland Army Reserve Exchange	)	Voluntary Cleanup Agreement
	)	
Project Proponent:	)	California Health and Safety Code
	)	Section 25355.5(a)(1)(C)
Col. Danny G. Nobles	)	
Colonel, EN	)	
Chief, Army Reserve Division	)	
Office of the Assistant Chief of Staff	)	
for Installation Management	)	
2511 Jefferson Davis Highway	)	
Arlington, Virginia 22202	)	

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## I. INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Voluntary Cleanup Agreement (Agreement) with the United States Army Reserve (the Proponent).

1.2 Site. The Oakland Army Reserve Exchange (Site), which is the subject of this Agreement, consists of several non-contiguous properties near the eastern terminus of the San Francisco-Oakland Bay Bridge. The Site includes (a) the Heroic War Dead United States Army Reserve Center at 2400 Engineer Road, Oakland, California, (b) former Base Realignment and Closure (BRAC) Parcels 6 and 7 (also known as the Subaru Lot) at the former Oakland Army Base, and (c) former BRAC Parcels 18 and portions of former BRAC Parcels 19 and 21 at the former Oakland Army Base. These areas total to approximately 42.53 acres. The Site Location Map, Exhibit A, identifies the Site areas covered in this Agreement.

1.3 Jurisdiction. This Agreement is entered into by DTSC and the Proponent pursuant to the California Health and Safety Code section 25355.5(a)(1)(C). This section authorizes DTSC to enter into an enforceable agreement with proponents to oversee the characterization and cleanup of a site.

1.4 Purpose. The purpose of this Agreement is for the Proponent to conduct necessary steps for the evaluation, investigation, and remediation of hazardous substances and total petroleum hydrocarbons releases to the environment under the oversight of DTSC. The

purpose of this Agreement is also for DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs.

## II. BACKGROUND

2.1 Ownership. The United States Army Reserve is the property owner of the Site. The Headquarters, United States Army, 63D Regional Readiness Command in Los Alamitos, California is managing all operations at the Site.

2.2 Substances Found at the Site. Previous site assessment and investigation efforts reveal that the Site is potentially impacted with metals, volatile organic compounds, semi-volatile organic compounds, pesticides, polychlorinated biphenyls, total petroleum hydrocarbons, etc., in soil and groundwater. Detailed chemical data for the Site would be available upon completion of remedial investigation.

2.3 Physical Description. The Site is located in an industrial area on the west side of Oakland, California, and occupies approximately 42.53 acres of several non-contiguous parcels. The City of Oakland is located in the northwestern portion of Alameda County. The Site is located at Latitude 37.824406 and Longitude 122.298514, and is situated at an elevation of approximately 10 feet above sea level. There is no surface water body at the Site. The San Francisco Bay is approximately 500 feet to the north of the Site. The principal facilities in the area include the Port of Oakland, former Oakland Army Base, East Bay Municipal Utility District wastewater treatment plant, and the San Francisco-Oakland Bay Bridge.

2.4 Site History. The Site area was principally intertidal mudflats as late as the early 1930s. Landfilling activities created the land for the development of industrial, commercial, and military facilities. Since the mid-1930s, the Site vicinity has been used for industrial, shipping and maritime, and military and government agency facilities and activities.

The Site is composed of office buildings, maintenance and storage buildings, and open lots used to support mission requirements for the Heroic War Dead United States Army Reserve Center. The current land use includes the following: United States Army Reserve administration, vehicle maintenance and repair operations, medical equipment and vehicle storage activities, etc.

## III. AGREEMENT

3.0 IT IS HEREBY AGREED THAT DTSC will provide review and oversight of the tasks conducted by the Proponent in accordance with the Scope of Work contained in Exhibit B. The Proponent shall conduct the tasks in the manner specified herein and in accordance with the Project Schedule provided in Exhibit C. All work shall be performed consistent with the California Health and Safety Code section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations, Part 300), as amended; and the United States Environmental Protection Agency (U.S. EPA) and DTSC Superfund guidance documents regarding site investigation and remediation.

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide the Proponent with written comments on all Proponent deliverables as described in Exhibit B (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. DTSC's completion of activities described above shall constitute DTSC's complete performance under this Agreement.

3.2 Additional Tasks. Additional tasks may be conducted and DTSC oversight provided by amendment to this Agreement or Exhibits hereto in accordance with Paragraph 3.17. If DTSC expects additional oversight costs to be incurred related to these additional activities, it will provide an estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. DTSC designates Mr. Anthony Landis, P.E., Chief, Northern California Operations, Office of Military Facilities as DTSC's Agreement Manager for this Agreement. The Proponent designates Colonel Danny G. Nobles, Chief, Army Reserve Division, Assistant Chief of Staff for Installation Management as the Proponent's Agreement Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses:

3.4.1 To DTSC:  
Anthony Landis, P.E.  
Chief, Northern California Operations  
Office of Military Facilities  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826-3200

With copies to:  
Henry Wong  
Remedial Project Manager  
Northern California Operations  
Office of Military Facilities  
Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710

3.4.2 To the Proponent or Proponent's Representative:

Danny G. Nobles  
Colonel, EN  
Chief, Army Reserve Division  
Office of the Assistant Chief of Staff for Installation Management  
2511 Jefferson Davis Highway  
Arlington, Virginia 22202

With copies to:

George Gricius  
Chief, Environmental Division  
Installation Management Agency, Army Reserve Office  
3848 Northwest Drive  
Suite 160  
College Park, Georgia 30337

3.4.3 To the Property Owner:

Kenneth R. Morris  
Colonel, GS ,USAR  
Deputy Chief of Staff, Engineer  
Department of Army  
Headquarters, 63D Regional Readiness Command  
4235 Yorktown Avenue  
Los Alamitos, California 90720-5002

With copies to:

Wayne Alves  
Chief, Environmental Division  
Headquarters, 63D Regional Readiness Command  
4235 Yorktown Avenue  
Los Alamitos, California 90720-5002

3.5 DTSC Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) provide comments to the Proponent with recommended changes; or (b) following consultation with the Proponent and the Proponent's approval, modify the document as deemed necessary and approve the document as modified.

3.6 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to the Proponent in writing by DTSC's Agreement Manager or his/her designee. No informal advice, guidance, suggestions, or comments by DTSC regarding reports, plans, specifications, schedules, or any other writings by the Proponent shall be construed to relieve the Proponent of the obligation to obtain such written approvals.

3.7 Endangerment during Implementation. In the event DTSC determines that any

activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.8 Payment. The Proponent agrees to pay (1) all costs incurred by DTSC in association with preparation of this Agreement and for review of documents submitted prior to the effective date of this Agreement, and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents described in Exhibit B and associated documents, and in providing oversight of field activities. An estimate of DTSC's oversight resource is provided in the Resource Estimation Worksheet, Exhibit D. It is understood by the parties that the hours and associated cost provided in Exhibit D are estimates and cannot be relied upon as the final cost figure. DTSC will bill the Proponent quarterly. The Proponent agrees to make payment within sixty (60) days of receipt of DTSC's billing pursuant to the California Health and Safety Code sections 25360 and 25360.1. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent. An estimate of the project cost is provided in the Cost Estimation Worksheet, Exhibit F, for estimation purpose only.

3.8.1 In anticipation of services to be rendered, Proponent shall make an advance payment of \$20,000.00 to DTSC. That payment shall be made no later than ten (10) days after this Agreement is fully executed. If the Proponent's advance payment does not cover all costs payable to DTSC under this paragraph, Proponent agrees to pay the additional costs within sixty (60) days of receipt of a bill from DTSC pursuant to the California Health and Safety Code sections 25360 and 25360.1.

3.8.2 If any bill is not paid by the Proponent within sixty (60) days after it is sent by DTSC, the Proponent may be deemed to be in material default of this Agreement.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by check made payable to the "Department of Toxic Substances Control," and bearing on its face the Site Code of 201585 and the Docket Number of this Agreement. Payments shall be sent to:

Department of Toxic Substances Control  
Accounting/Cashier  
1001 I Street, 21<sup>st</sup> Floor  
P.O. Box 806  
Sacramento, California 95812-0806

3.8.4 If the advance payment exceeds DTSC's actual oversight costs, DTSC will provide an accounting for expenses and refund the difference within one hundred-twenty (120) days after termination of this Agreement in accordance with Paragraph 3.18. In no other case shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.8.5 If the Proponent disputes a DTSC billing, or any part thereof, and has been unable to informally resolve the dispute with DTSC's project manager, unit chief, and branch chief, then

the Proponent may file a request for dispute resolution in writing within forty-five (45) days of the date of the billing in dispute. The written request shall describe all billings in dispute and the reasons therefore. The written request shall be sent to:

Special Assistant for Cost Recovery and Reimbursement Policy  
Department of Toxic Substances Control  
P.O. Box 806  
Sacramento, California 95812-0806

A copy of the written request for dispute resolution shall also be sent to the person designated by DTSC to receive submittal under this Agreement. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee. The filing of a written request for dispute resolution pursuant to this Section shall not stay the accrual of interest, as required by the California Health and Safety Code section 25360.1, on any unpaid costs pending resolution of the dispute.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in Paragraph 3.8.1 is a condition precedent to DTSC's obligation to provide oversight, review, and/or comment on documents.

3.10 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable State law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.11 Project Coordinator. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified project coordinator, with expertise in hazardous substance site cleanup. The Proponent shall submit: (a) the name and address of the project coordinator; and (b) upon DTSC's request, the resume of the coordinator in order to demonstrate expertise in hazardous substance site cleanup. The Proponent shall promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable State law, including but not limited to, Business and Professions Code sections 6735 and 7835.

3.12 Access. Proponent shall provide, and/or obtain access to the Site and take all reasonable efforts to obtain access to off-site areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytical data, and contracts relating to this Site; reviewing the progress of the Proponent in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the Proponent.

3.13 Sampling, Data, and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement.

3.14 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by the Proponent pursuant to this Agreement.

3.15 Notification of Environmental Condition. The Proponent shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, the Proponent shall furnish a report to DTSC, signed by the Proponent's Agreement Manager, setting forth the events that occurred and the measures taken in the response thereto.

3.16 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by the Proponent for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Proponent shall either comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The Proponent shall notify DTSC in writing at least ninety (90) days prior to the expiration of the six-year minimum retention period before destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the related records shall be retained until the completion and resolution of all issues arising therefrom or until the end of the six-year period, whichever is later.

3.17 Amendments. This Agreement may be amended or modified solely upon written consent of all parties. Such amendments or modifications may be proposed by any party and shall be effective the third business day following the day the last party signing the amendment or modification sends its notification of signing to the other party. The parties may agree to a different effective date.

3.18 Termination for Convenience. Except as otherwise provided in this paragraph, each party to this Agreement reserves the right to unilaterally terminate this Agreement for any reason. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Agreement to the other Party. In the event that this Agreement is terminated under this Paragraph, the Proponent shall be responsible for DTSC costs through the effective date of termination.

3.19 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

3.20 Time Periods. Unless otherwise specified, time periods begin from the date this Agreement is fully executed. "Days" mean calendar days and "business days" mean all calendar days that are not weekends or official State holidays.

3.21 Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Proponent's past, current, or future operations. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

3.22 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by the Proponent or its agents in carrying out the activities pursuant to this Agreement.

3.23 Third Party Actions. In the event that the Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within ten (10) days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

3.24 Reservation of Rights. DTSC and the Proponent reserve the following rights.

3.24.1 DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation, and Liability act of 1980 (CERCLA), as amended, the California Health and Safety Code section 25360, and any other applicable section of the law.

3.24.2 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.24.3 Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person," as defined in Section 101(21) of CERCLA, or the California Health and Safety Code section 25319, that is not a signatory to this Agreement.

3.24.4 By entering into this Agreement, the Proponent does not admit to any fact, fault, or liability under any statute or regulation.

3.25 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable laws and regulations, and the Proponent shall conform all actions required by this Agreement with all applicable federal, state, and local laws and regulations.



3.26 California Law. This Agreement shall be governed, performed, and interpreted under the laws of the State of California.

3.27 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

3.28 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this Agreement.

3.29 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.30 Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the parties to this Agreement.

3.31 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

\_\_\_\_\_  
Anthony Landis, P.E.  
Chief, Northern California Operations  
Office of Military Facilities  
Department of Toxic Substances Control

Date: \_\_\_\_\_

\_\_\_\_\_  
Danny G. Nobles  
Colonel, EN  
Chief, Army Reserve Division  
Office of the Assistant Chief of Staff for Installation Management

Date: \_\_\_\_\_

*Voluntary Cleanup Agreement  
Oakland Army Reserve Exchange*

**EXHIBITS**

- Exhibit A: Site Location Map
- Exhibit B: Scope of Work
- Exhibit C: Project Schedule
- Exhibit D: Resource Estimation Worksheet
- Exhibit F: Cost Estimation Worksheet

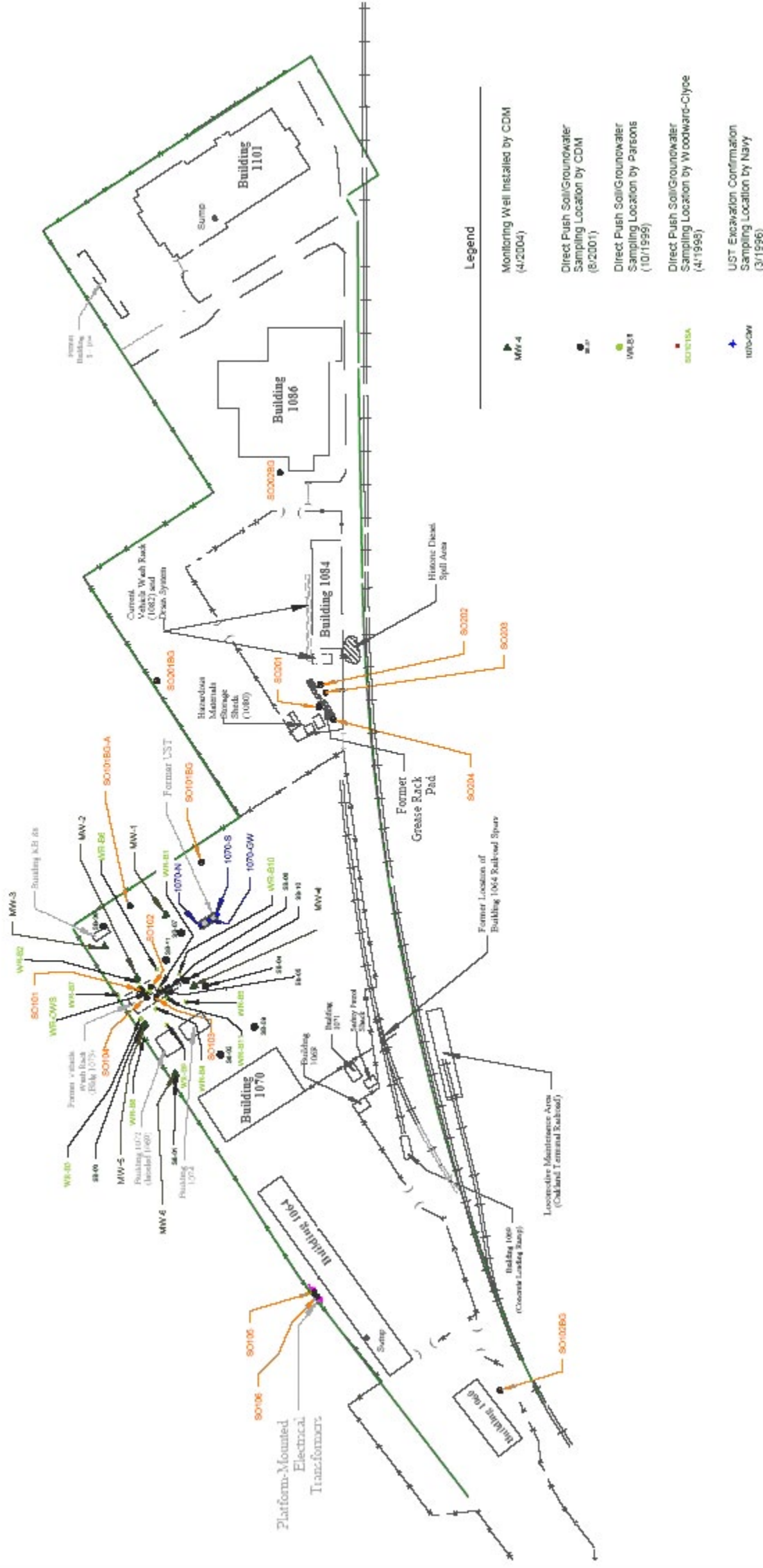
*Voluntary Cleanup Agreement  
Oakland Army Reserve Exchange*

**EXHIBIT A**

**Site Location Map**



The Oakland Army Reserve Exchange (Site), which is the subject of the Voluntary Cleanup Agreement, consists of several non-contiguous properties near the eastern terminus of the San Francisco-Oakland Bay Bridge. The Site includes (a) the Heroic War Dead United States Army Reserve Center at 2400 Engineer Road, Oakland, California, (b) former Base Realignment and Closure (BRAC) Parcels 6 and 7 (also known as the Subaru Lot) at the former Oakland Army Base, and (c) former BRAC Parcels 18 and portions of former BRAC Parcels 19 and 21 at the former Oakland Army Base. These areas total to approximately 42.53 acres.



### Figure 3

### Site Layout with Exploration Locations from Previous Investigations

**Heroic War Dead**  
**United States Army Reserve Center Oakland**  
**Oakland, California**

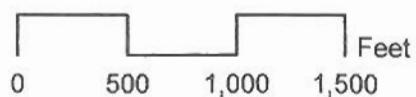
geologica

594 Howard Street, Suite 400  
San Francisco, California 94105

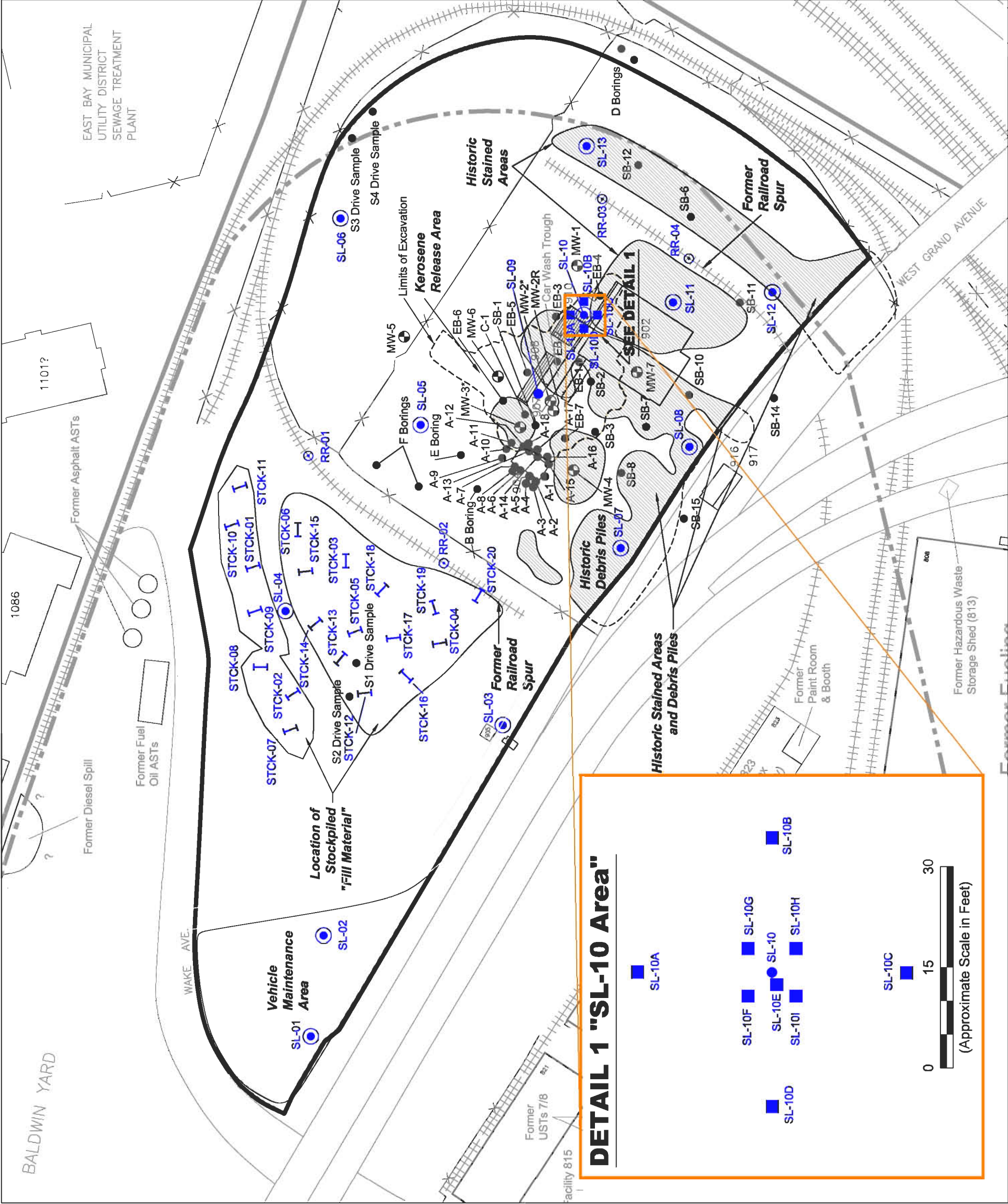




**Aerial Photograph**



**Figure 3**



# Erler & Kalinowski, Inc.

Former Parcels 6 and 7  
Phase II Sampling Locations

Oakland, CA  
July 2004  
EKI A10063.01  
Figure 2



*Voluntary Cleanup Agreement  
Oakland Army Reserve Exchange*

**EXHIBIT B**

**Scope of Work**

The following tasks will be completed as part of this Agreement:

**TASK 1:      Submittal of Existing Data**

The Proponent will submit to DTSC all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous substance management and/or release, characterization and cleanup of the Site. DTSC will review the information, identify areas and media of concern, and determine the additional work, if any, required to complete the investigation/remediation of the Site.

**TASK 2:      Review of Site Remediation**

DTSC shall review data and reports submitted by the Proponent to determine if remediation conducted without DTSC oversight was protective of human health and the environment. The information submitted by the Proponent shall be reviewed for conformance with DTSC standards for quality assurance/quality control, site investigations, and site remediation. Subsequent to its review, DTSC will either issue comments to the Proponent describing deficiencies of the remediation or make a determination that No Further Action is required at the Site.

**TASK 3:      Preliminary Endangerment Assessment (PEA)**

Proponent shall conduct a PEA, or other equivalent preliminary assessment (PA) and site inspection (SI) documents, to determine whether a release or threatened release of hazardous substances exists at the Site which poses a threat to human health or the environment. The PEA shall be conducted in accordance with the DTSC guidance manual for evaluating hazardous substance release sites, titled: "Preliminary Endangerment Assessment Guidance Manual," California Environmental Protection Agency, Department of Toxic Substances Control (Second Printing June 1999). Documents which may be required as part of the PEA are:

- 3.1      PEA Workplan. This workplan shall include a sampling plan designed to determine the type and general extent of contamination at the Site; a health and safety plan addressing health and safety issues and safe work practices; and a quality assurance/quality control plan to produce data of known quality.
- 3.2      PEA Report. This report will document whether a release has occurred or threatened release exists, the threat the Site poses to human health and the environment, and whether further action is necessary.

**TASK 4:      Sampling and Analysis**



- 4.1 Sampling and Analysis Workplan. The Proponent will submit a workplan that describes the activities proposed to characterize soil and groundwater contamination associated with the Site. The workplan should also include a Site health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule.
- 4.2 The Proponent will begin implementation of the approved workplan in accordance with the approved implementation schedule. DTSC may provide oversight of workplan implementation.
- 4.3 Site Characterization Report. The Proponent will submit a Site Characterization Report that at a minimum presents the data, summarizes the findings of the investigation, validates all data, and includes recommendations and conclusions.

**TASK 5: Remedial Investigation/Feasibility Study (RI/FS)**

The RI/FS shall be conducted consistent with the U.S. EPA's "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," October 1988, (EPA/540-G-89/004).

- 5.1 Remedial Investigation/Feasibility Study Objectives. The objectives of the RI/FS are to:
  - (a) Characterize the extent of hazardous substance contamination at the Site,
  - (b) Identify existing and potential migration pathways, including the direction, rate, and dispersion of contaminant migration,
  - (c) Analyze the baseline risks to determine necessary response actions at the Site,
  - (d) Determine levels of chemicals that can remain onsite and still be adequately protective of human health, and
  - (e) Evaluate feasible remedial alternatives.
- 5.2 Remedial Investigation/Feasibility Study Workplan. The Proponent shall prepare an RI/FS Workplan which will include a sampling and analysis plan, quality assurance project plan, quality assurance/quality control plan, health and safety plan, and an implementation schedule.
- 5.3 Remedial Investigation Report. The Proponent shall prepare a Remedial Investigation (RI) report in which summarizes the results of the remedial investigation, including reduction, presentation, and interpretation of all data and information generated and/or compiled during the remedial investigation. The RI report will contain:
  - (a) Site background information, including physical characteristics and site history,
  - (b) Sources of contamination,
  - (c) Summary of investigation, discuss all media investigated (i.e., soil, geology, groundwater, surface water, air, biota), and
  - (d) Nature and extent of contamination.
- 5.4 Health Risk Assessment. A scoping meeting shall be held to discuss how the risk assessment will be conducted for this Site and whether an ecological risk assessment is necessary. The Proponent will then submit a Health Risk Assessment (HRA) report. The

report will be prepared consistent with U. S. EPA Risk Assessment Guidance for Superfund (EPA/540/1-89/002) and DTSC Supplemental Guidance for Human Health Multimedia Risk Assessments of Hazardous Waste Sites and Permitted Facilities. The HRA report must include the following components:

- (a) Contaminant identification,
- (b) Exposure assessment,
- (c) Toxicity assessment,
- (d) Risk characterization,
- (e) Environmental evaluation, and
- (f) Soil and groundwater remediation goals.

5.5 Feasibility Study Report. The Proponent shall prepare a Feasibility Study (FS) report for the Site which summarizes the results of the feasibility study, including the following:

- (a) Description of the current situation,
- (b) Description of remedial action technologies,
- (c) Screening of remedial action technologies,
- (d) Analysis of remedial action alternatives, and
- (e) Recommended remedial action.

**TASK 6: Removal Action Workplan**

If DTSC determines a removal action is appropriate, the Proponent will prepare a Removal Action Workplan (RAW) in accordance with the California Health and Safety Code sections 25323.1 and 25356.1. The Removal Action Workplan will include:

- (a) A description of the onsite contamination,
- (b) The goals to be achieved by the removal action,
- (c) An analysis of the alternative options considered and rejected and the basis for that rejection,
- (d) A discussion for each alternative which covers its effectiveness, implementability, and cost,
- (e) Administrative record list,
- (f) A description of the techniques and methods to be used in the removal action, including any excavating, storing, handling, transporting, treating, and disposing of material on or off the site,
- (g) Sampling and analysis Plan with corresponding quality assurance project plan to confirm the effectiveness of the RAW, if applicable,
- (h) A brief overall description of methods that will be employed during the removal action to ensure the health and safety of workers and the public during the removal action, and
- (i) A detailed community air monitoring plan shall be included if requested by DTSC.

If the proposed removal action does not meet the requirements of the California Health and Safety Code section 25356.1(h), the Proponent will prepare a Remedial Action Plan (RAP) in accordance with the California Health and Safety Code section 25356.1(c) for

DTSC review and approval.

**TASK 7: Implementation of Removal Action Workplan**

Upon DTSC approval of the final RAW, the Proponent shall implement the removal action, as approved. Within thirty (30) days of completion of field activities, the Proponent shall submit an Implementation Report documenting the implementation of the final RAW.

**TASK 8: Remedial Action Plan**

If DTSC determines the final remedy cannot be implemented under a Removal Action Workplan, Proponent will prepare a Remedial Action Plan (RAP) in accordance with the standards and requirements set forth in the California Health and Safety Code section 25356.1. The RAP is based on the approved RI and FS Reports and sets forth in detail appropriate steps to remedy soil, surface water, and groundwater contamination at the Site and adjacent areas. In addition, the RAP shall contain a schedule for implementation of all proposed removal and remedial actions.

**TASK 9: Environmental Analysis**

DTSC makes discretionary decision on a RAW or a RAP to require implementation of removal actions or remedial actions. State regulations obligate DTSC to evaluate any potential environmental impact during implementation of removal or remedial activities. If requested, the Proponent shall submit the information necessary for DTSC to conduct such environmental analysis.

**TASK 10: Remedial Design and Implementation Plan**

The Proponent will prepare and submit a Remedial Design and Implementation Plan (RDIP) in accordance with the agreed upon schedule contained in the approved RAP. The RDIP shall contain:

- (a) Technical and operational plans and engineering designs for implementation of the approved remedial or removal action alternative(s),
- (b) A schedule for implementing the construction phase,
- (c) A description of the construction equipment to be employed,
- (d) A site specific hazardous waste transportation plan (if necessary),
- (e) The identity of any contractors, transporters and other persons conducting the removal and remedial activities for the Site,
- (f) Post-remedial sampling and monitoring procedures for air, soil, surface water, and groundwater,
- (g) Operation and maintenance procedures and schedules;
- (h) A health and safety plan, and
- (i) A community air monitoring plan if required by DTSC.

**TASK 11: Implementation of Final RAP**

Upon DTSC approval of the RDIP and schedule, the Proponent shall implement the final RAP as approved in accordance with the approved RDIP and schedule.

**TASK 12: Changes during Implementation of the Final RAP/RAW**

During implementation of the final RAW or RAP and RDIP, DTSC may specify such additions,

modifications and revisions to the RAW or RDIP as deemed necessary to protect human health and safety or the environment or to implement the RAW or RAP.

**TASK 13: Public Participation**

- 13.1 The Proponent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest. The Proponent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with the California Health and Safety Code sections 25358.7 and 25356.1(e), the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.
- 13.2 The Proponent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.
- 13.3 The Proponent shall develop and submit fact sheets to DTSC for review and approval when specifically requested by DTSC. The Proponent shall be responsible for printing and distribution of fact sheets upon DTSC approval using the approved community mailing list.
- 13.4 The Proponent shall publish, in a major local newspaper(s), a public notice as a display advertisement announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last a minimum of thirty (30) days.
- 13.5 DTSC may require that the Proponent hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.
- 13.6 DTSC will prepare a response to the public comments received. If required, the Proponent shall submit the information necessary for DTSC to prepare this document.
- 13.7 If appropriate, the Proponent will revise the RAW/RAP on the basis of comments received from the public, and submit the revised RAW/RAP to DTSC for review and approval. The Proponent will also notify the public of any significant changes from the action proposed in the RAW/RAP.

**TASK 14: Land Use Covenants**

Institutional controls and/or land use restrictions pursuant to the California Code of Regulations, title 22, section 67391.1 may be necessary to insure full protection of the environment and human health. DTSC may require such institutional controls and/or land use restrictions along with an Implementation and Enforcement Plan in the Final RAW/RAP. Both DTSC and the Proponent would be required to sign the land use covenant. All land use covenants shall be recorded with the Alameda County Assessor's Office.

**TASK 15: Operation and Maintenance**

The Proponent shall comply with all operation and maintenance (O&M) requirements in

accordance with the final RAW, final RAP and/or RDIP. Proponent shall enter into an O&M Agreement, including financial assurance pursuant to the California Health and Safety Code section 25355.2, with DTSC prior to certification of the Site.

**TASK 16: Discontinuation of Remedial Technology**

Any remedial technology employed in implementation of the final RAW/RAP shall be left in place and operated by the Proponent until and except to the extent that DTSC authorized the Proponent in writing to discontinue, move or modify some or all of the remedial technology because the Proponent has met the criteria specified in the final RAW/RAP for its discontinuance, or because the modifications would better achieve the goals of the final RAW/RAP.

**TASK 17: Quality Assurance/Quality Control Plan**

All sampling and analysis conducted by the Proponent under this Agreement shall be performed in accordance with a Quality Assurance/Quality Control (QA/QC) Plan submitted by the Proponent and approved by DTSC. The QA/QC Plan will describe:

- (a) The procedures for the collection, identification, preservation, and transport of samples;
- (b) The calibration and maintenance of instruments;
- (c) The processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to the California Health and Safety Code section 25198; and
- (d) How the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.

**TASK 18: Health and Safety Plan**

The Proponent will submit a Site Health and Safety Plan in accordance with the California Code of Regulations, title 8, section 5192. This plan should include, at a minimum the following elements: site background/history/workplan, key personnel and responsibilities, job hazard analysis/summary, employee training, personal protection, medical surveillance, air surveillance, site control, decontamination, contingency planning, confined space operations, spill containment, sanitation, illumination; and other applicable requirements based on the work to be performed.

DTSC's "Interim Draft Site Specific Health and Safety Plan Guidance Document for Site Assessment/Investigation, Site Mitigation Projects, Hazardous Waste Site Work Closure, Post Closure, and Operation and Maintenance Activities" (DTSC, December 2000) can be used as a reference tool. The Health and Safety Plan should cover all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances, or materials. The Health and Safety Plan should describe the specific personnel, procedures, and equipment to be utilized.

All contractors and all subcontractors shall be given a copy of the Health and Safety Plan prior to entering the Site. Any supplemental health and safety plans prepared by any subcontractor shall

also be prepared in accordance with the regulations and guidance identified above. The prime contractor responsible for this subcontractor will be responsible for ensuring that all subcontractor supplemental health and safety plans follow these regulations and guidelines.

**TASK 19:     Property Transfer**

The Proponent is required to follow the Department of Defense's policy and guidance and CERCLA Section 120(h)(3)(A) or (C) for leasing and transferring federal property. Documents related to property disposal include Environmental Baseline Survey, Supplemental Environmental Baseline Survey, Finding of Suitability to Lease, Finding of Suitability to Transfer, Finding of Suitability to Early Transfer and the associated agreements, memoranda, covenants, and deeds, and activities leading toward State Governor deferral pursuant to CERCLA Section 120(h)(3)(C)(i), etc. DTSC will provide comments on the property transfer related documents, prepare necessary documents to support early transfer proposal, and advance early transfer approval package to the State Governor's Office for consideration.

**TASK 20:     Document Review**

DTSC will review work plans and reports identified in this Scope of Work and provide written comments to the Proponent.

*Voluntary Cleanup Agreement  
Oakland Army Reserve Exchange*

## EXHIBIT C

## Project Schedule

[illegible]

*Voluntary Cleanup Agreement  
Oakland Army Reserve Exchange*

**EXHIBIT D**

**Resource Estimation Worksheet**



## Resource Estimation Worksheet (REW) - FY 2004/2005

**SITE NAME:** Oakland Army Reserve Exchange

**DTSC Remedial Project Manager: Henry Wong**

Areas Includes: Parcels 6, 7, and 18; Portions of Parcels 19 and 21; and

**Telephone Number: (510) 540-3770**

## Heroric War Dead

RWQCB Project Staff: TBD

**CALSTARS DTSC Site Code: 201585**

Telephone Number: TBD

[illegible]

**DSMOA/CA 04-2**

**Telephone Number:** TBD

[illegible]

*Voluntary Cleanup Agreement*  
*United States Army Reserve -- Exchange*

**EXHIBIT F**

**Cost Estimation Worksheet**

## Cost Estimation Worksheet - FY 2004/2005 and FY 2005/2006

**SITE NAME: U.S. Army Reserve - Exchange**

Areas Includes: Former Oakland Army Base (OARB) Parcels 6 and 7;  
(aka: Subaru Lot); Former OARB Parcel 18 and portions of Parcel 19 and 21; and  
Heroric War Dead USAR Center

**CALSTARS DTSC Site Code: 201585**

**DTSC Remedial Project Manager:** Henry Wong

**Telephone Number:** (510) 540-3770

**RWQCB Project Staff:** TBD

**Telephone Number:** TBD

		DTSC						SWRCB	DFG	DHS
	DESCRIPTION	RPM	Supervisor / Senior	Geologist / Eng.	Toxicologist	PPS	Legal / PEAS	Consultant Services	ARARs Rltd Oversight	ARARs Rltd Oversight
1	Hours Estimate for FY 2004/2005 (hours)	270	68	0	0	8	40	16	0	0
2	Hourly Rate (\$/hour)	\$111	\$135	\$123	\$158	\$104	\$153	\$123	\$123	\$123
3	Cost (\$)	\$29,970	\$9,180	\$0	\$0	\$832	\$6,120	\$1,968	\$0	\$0
4	Total Cost for FY 2004/2005 (\$)	\$48,070								
5										
6	Hours Estimate for FY 2005/2006	412	98	0	0	76	64	36	0	0
7	Hourly Rate	\$111	\$135	\$123	\$158	\$104	\$153	\$123	\$123	\$123
8	Cost	\$45,732	\$13,230	\$0	\$0	\$7,904	\$9,792	\$4,428	\$0	\$0
9	Total Cost for FY 2005/2006	\$81,086								
10										

**Note:**

- Hourly rates for FY 2004/2005 are based on DTSC's Contract Estimation Rates Effective 07/01/04 - 06/30/05.
- Hourly rates for FY 2005/2006 are based on the FY 2004/2005 rates for estimation purpose only.
- Hourly rates for SWRCB, DFG, and DHS are for estimation purpose only.